

AG Contract No.: KR00-0775TRN
ADOT ECS File No. JPA 00-69
Project: TEA-101-C(3)
TRACS: H 5396 02 C
Section: SR 101L, Price Freeway,
Warner Rd. - Frye Rd.

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into May 2nd, 2002 pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CHANDLER, acting by and through its MAYOR AND CITY COUNCIL, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. It is to the mutual advantage of the State and the City to landscape certain areas within the right of way on SR-101L, herein referred to as "the Project", at the following locations:

From SR 101L centerline roadway station 465+00 near Warner Road to centerline roadway station 567+00, a total net distance of approximately 1.93 miles.

4. The SR 101L frontage roads, from Galveston Road to south of Frye Road, within the limits of Project, were landscaped by the State under a previous landscape project wherein the irrigation and maintenance responsibility for landscaping are covered under an existing agreement, JPA 95-98, attached hereto and made a part hereof, by reference.

NO. 25247
Filed with the Secretary of State
Date Filed: 05/02/02

Betsy Bayless
Secretary of State

By: William D. Haenebold

5. For the purpose of this Project and the duration of the contractor maintenance and warranty period (referred to in the construction contract as "Landscaping Establishment"), it is necessary for the State to take control of the irrigation system previously turned over to the City under the JPA 95-98 agreement.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State, upon execution of this agreement, will invoice the City in an amount of \$775,178.00 for the City's costs associated with the increased plant density, fence and aesthetic upgrades, outlined in Exhibit A, attached hereto and made a part hereof.

2. The City, upon execution of this agreement and receipt of an invoice, will remit to the State an amount of \$775,178.00 for the City's participation of the costs associated with the increased plant density, fence and aesthetic upgrades, outlined in Exhibit A.

3. The State will coordinate with the City on their request for aesthetic and fence upgrades and increased plant density, prepare to State standards design plans for the landscaping and irrigation construction project and submit them to the City for concurrence.

4. After City concurrence of the plans, the project will be constructed by the State, at State's expense. The State will use color coded irrigation pipe to indicate the presence of reclaimed water, as required by law.

5. The City will provide potable or reclaimed water mains up to or within the State's right of way at the City's expense. Reclaimed water shall be Class A, or better.

6. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way as specified in the plans at the State's expense. The City will authorize and pay or waive any water development fees.

7. The City shall furnish all potable or reclaimed water at the design pressures stated in the design plans for landscape installation to the maximum extent possible, during the construction phase, and all water, thereafter necessary to properly maintain the landscape, at City's expense.

8. All work by the City within the State's Control of Access shall be requested and approved through a Right of Way Use Permit Application issued by the State's Phoenix Maintenance District Permits Office.

9. Should the City elect to deliver treated reclaimed water instead of potable water, the City shall furnish and maintain any additional equipment and electrical power required by the State to maintain design water pressures, and any equipment deemed necessary by the State to effectively interface with the State's existing irrigation system and controllers, all at the City's expense.

10. At the conclusion of the contractor maintenance and warranty period (Landscaping Establishment), the State will maintain the landscaping and irrigation system, including all testing, adjusting, repairing and operation of the irrigation system within the Control of Access area, as designated in Exhibit B, attached hereto and made a part hereof, referred to as "the Maintenance Exhibit. The State will pay for electrical power necessary to operate the irrigation system within the Control of Access area.

11. At the conclusion of the contractor maintenance and warranty period (Landscaping Establishment), the City shall maintain the irrigation system outside the Control of Access as designated on the Maintenance Exhibit, including all testing, adjusting, repairing and operation of the irrigation system.

At this time, the City shall also assume responsibility of paying for electrical power necessary to operate the City's irrigation controllers and any booster pumps.

12. Upon completion of the Project, the City shall provide maintenance of the access control fence upgrades, to include, but not limited to: painting and graffiti removal.

13. The State will be responsible for structural integrity of the access control fence.

14. The City hereby agrees to maintain the landscaping in areas designated on the Maintenance Exhibit. Landscape maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping.

15. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control shall meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual", current edition and the requirements of Chandler Traffic Barricading Manual, current edition.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date, unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event the City terminates this agreement, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

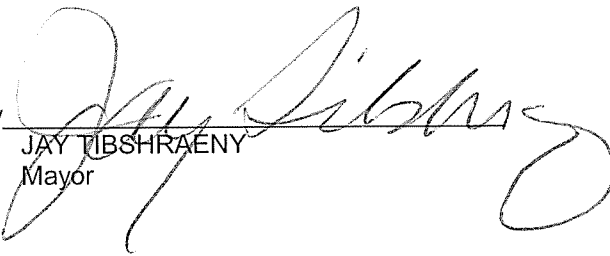
Arizona Department of Transportation
Joint Project Administration
205 South 17th Avenue, Mail Drop 616E
Phoenix, AZ. 85007

City of Chandler
Public Works Department
P. O. Box 4008
Chandler, AZ. 85244-4008

7. Attached hereto is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF CHANDLER


By 
JAY TIBSHRAENY
Mayor

STATE OF ARIZONA

Department of Transportation

By 
CATHERINE J. HEGEL
Contract Administrator

ATTEST

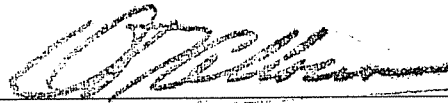
By  4-16-02
CAROLYN DUNN
City Clerk



RESOLUTION

BE IT RESOLVED on this 18 day of May 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Intermodal Transportation Division, to enter into an agreement with the CITY OF CHANDLER for the purpose of defining responsibilities for landscaping certain areas within the right of way on SR 101I, Price Freeway, from Warner Road to Frye Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contractor Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'DAVID R. ALLOCCO', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group

for MARY E. PETERS, Director

RESOLUTION NO. 3344

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA AUTHORIZING AND DIRECTING THE ENTERING INTO INTERGOVERNMENTAL AGREEMENTS JPA 00-68 AND JPA 00-69 WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION TO UPGRADE LANDSCAPING, FENCING, AND AESTHETIC TREATMENTS ON THE PRICE FREEWAY IN A COMBINED AMOUNT NOT TO EXCEED \$1.0 MILLION AND TO ACCEPT ONGOING MAINTENANCE RESPONSIBILITY FOR FRONTAGE ROAD LANDSCAPING

WHEREAS, the Arizona Department of Transportation (ADOT) is responsible for constructing landscaping within the Price Freeway right-of-way through the City of Chandler; and

WHEREAS, costs to upgrade from the basic ADOT landscape design are the responsibility of the requesting party; and

WHEREAS, the City of Chandler desires landscape design upgrades to make the freeway more compatible with surrounding neighborhoods and developments; and

WHEREAS, ADOT places landscape maintenance responsibility on local governments for certain areas that are outside the ADOT access control limits; and

WHEREAS, it is deemed to be in the best interest of the City of Chandler and the citizens thereof to enter into agreements with ADOT to upgrade landscape elements and accept maintenance responsibility for certain landscaped areas;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona that the Mayor be authorized to sign and execute intergovernmental agreements JPA00-68 and JPA00-69 with the Arizona Department of Transportation to upgrade landscaping, fencing and aesthetic treatments on the Price Freeway in a combined amount not to exceed \$1.0 million and to accept ongoing maintenance responsibility for frontage road landscaping. Said agreements will be in a form substantially similar to the attached draft agreements with final form subject to approval by the City Attorney.

PASSED AND ADOPTED by the City Council of the City of Chandler, Arizona, this 14th day of December 2000.

ATTEST:



A handwritten signature in dark ink, appearing to read "Jeffery J. ...", is written over a horizontal line. Below the line, the word "MAYOR" is printed in capital letters.

CERTIFICATION

I HEREBY CERTIFY that the above and foregoing Resolution No. 3344 was duly passed and adopted by the City Council of the City of Chandler, Arizona, at a regular meeting held on the 14th day of December 2000, and that a quorum was present thereat.


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

Final document, PL
H539602C

RECAPITULATION
AGREEMENT ESTIMATE and
PROGRESS and
FINAL REPORT
REVISED 2/6/2001

TRACS NO 101L MA 058 H539602C
PROJ NO TEA-101-C-31
NAME PRICE FREEWAY-WARNER TO FRYE

ITEM #00002
PROGRAMMED AMOUNT \$2,684,693
SHIFT 1 OF 1
M/COUNT
(WV)

DESCRIPTIONS	FHWA CODE	ESTIMATED COST	(RARE) STATE OF AZ. FUNDS @ 100% (BY IGA)	CITY OF CHANDLER FUNDS @ 100% (BY IGA)	FEDERAL FUNDS @ 94.30%	STATE OF AZ. FUNDS @ 5.70%	LENGTH IN MILES
LANDSCAPE & IRRIGATION	N/A	\$1,459,421	\$1,303,752	\$155,680			1.63
GRAPHICS LAYOUT & MATERIAL PLACEMENT-TEA FUNDS	Y003	\$175,000			\$165,110	\$9,890	
GRAPHICS LAYOUT & MATERIAL PLACEMENT CITY OF CHANDLER	N/A	\$593,295		\$503,295			
ENHANCED LANDSCAPE ITEMS-TEA FUNDS	Y003	\$195,864			\$184,794	\$11,170	
SUBTOTAL		\$2,423,770	\$1,303,752	\$748,964	\$348,904	\$21,150	1.63
ENGINEERING & CONTINGENCIES		\$31,395			\$29,805	\$1,790	
9% (TEA & STATE COSTS)							
ENGINEERING & CONTINGENCIES	(2)	\$91,263	\$91,263				
7% (STATE COSTS)							
ENGINEERING & CONTINGENCIES	(2)	\$26,214		\$26,214			
3.5% (COC COSTS)							
<POST DESIGN CONSULTANT SERVICES>		\$2,000			\$1,888	\$114	
TOTAL		\$2,574,641	\$1,395,015	\$775,178	\$381,395	\$23,054	1.63
5% COLIST CONTING OF SUBTOTAL (1)		\$83,740.31	\$65,188		\$17,495	\$1,058	
PROJECT TOTAL		\$2,658,382	\$1,460,203	\$775,178	\$398,890	\$24,111	1.63

(1) Does not include 5% on COC's contribution of \$775,178. COC agrees to pay 100% of change order costs to their identified items which will be identified in IGA # 00-69 (Section 3 Items). Approved by Dan Lance

(2) Engineering & Contingency percentages approved by Dan Lance

JPA 00-69 Exhibit A
Sheet 1 of 2

BOTE: Where there are minor discrepancies between sheet 1 and sheet 2 of exhibit A sheet 1 shall govern.

LANDSCAPE UPGRADED ITEMS					Quantity	Unit	Bid Price	Amount
Project No.	ADOT No.	Location	Item Description	Item No.				
TEA-101-C(3)	101L MA 058	Tracs No. H5396 02C	WARNER ROAD TO FRYE ROAD					
			Apparent Low Bidders Prices					
8061296	8061298		Shrub (One Gallon) (Additional)	1g	5,114		\$6.00	\$30,684.00
			Shrub (Five Gallon) (Oleander Hedge)(Additional shrubs)	5g	1,758		\$15.00	\$26,370.00
			Shrub (Upgrade 1g to 5g)	5g	390		\$9.00	\$3,510.00
8061612	8061627		Cactus (1 and 5 Gallon) this item not in bid tabs	1/5g	30		\$15.00	\$450.00
8061073	8061076		Cactus (Fifteen Gallon) this item not in bid tabs	15g	12		\$45.00	\$540.00
8061076	8061079		Tree (Date Palms) (8'-10')	ea.	8		\$2,625.00	\$21,000.00
8061079	8061002		Tree (Date Palms) (14'-16')	ea.	8		\$2,725.00	\$21,800.00
8061002	8061005		Tree (Date Palms) (24'-28')	ea.	8		\$2,850.00	\$22,800.00
			Tree (Five Gallon) (Additional Trees)	5g	54		\$18.35	\$990.90
			Tree (Fifteen Gallon) (Additional Trees)	15g	52		\$63.00	\$3,276.00
			Tree (Upgrade 5g to 15g)	15g	125		\$44.65	\$5,581.25
			Tree (Upgrade 15g to 24" Box)	24"Box	74		\$132.00	\$9,768.00
			Tree (Upgrade 5g to 36" Box)	36"Box	15		\$531.65	\$7,974.75
			Tree (Upgrade 5g to 24" Box)	24" Box	7		\$132.00	\$924.00
8080001	8030091		Landscape Irrigation System (Additional Irrigation)	I.sum			change	
			Granite Resurf. Frontage Rd. Galveston to Frye Rd. (Half of Total Cost)	I.sum			change	
			Total					\$155,668.90
9240131	9240133		Misc. (K. Flute Players)(Polystyrene) Chandler Blvd. graphics	each	2		\$88,800.00	\$177,600.00
9240134	9240112		Misc. (Ray Rd / Chandler Blvd. Median) graphics	each	8		\$19,527.00	\$156,216.00
			Misc. Ray Rd. Bridge Fencing Graphics (pottery pattern)	I.sum	2		\$54,530.00	\$109,060.00
			ACCENT PAINTING					
			Frye Rd. Bridge Parapets/Piers	I.ft.	968		\$10.00	\$9,680.00
			Frye Rd. Bridge Ramp Walls	I.ft.	1,140		\$10.00	\$11,400.00
			Ray Rd. Bridge Parapet/Piers	I.ft.	748		\$10.00	\$7,480.00
			Ray Rd. Bridge Ramp Walls	I.ft.	1,975		\$10.00	\$19,750.00
			Mainline Walls	I.ft.	2,530		\$10.00	\$25,300.00
9240118	7010001		Misc.(Paint Ray Rd., Frye Rd. Bridge Fencing & Access Control Fencing	sq.ft.	66,300		\$1.10	\$72,930.00
7010006			Maintenance and Protection of Traffic (Extra)	I.sum	1		\$2,000.00	\$2,000.00
			Furnish and Install Temporary Traffic Control Devices (Extra)	I.sum	1		\$2,000.00	\$2,000.00
			Total					\$593,416.00
			Sub-Subtotal					\$749,084.90
			Construction and Engineering (3.5%)					\$26,217.97
			Grand Total					\$775,302.87

AG Contract No. KR95 1388TRN
ADOT ECS File: JPA 95-98
Project: ~~RAM~~-600-1-540 *STP-600-1(019)*
Tracs: 101L MA 59 H3946 01C
Section: 101L, Galveston-Frye

INTERGOVERNMENTAL AGREEMENT
LANDSCAPE MAINTENANCE
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CHANDLER

THIS AGREEMENT is entered into 25 October, 1995
pursuant to Arizona Revised Statutes Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF CHANDLER, acting by and through its Mayor and City
Council, (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the City.

3. It is to the mutual advantage of the State and the City
to landscape areas within the right of way on SR-101L at the
following location:

From centerline roadway station 3324+00 on the
south side of Galveston to centerline roadway
station 3396+00 1,950 feet south of Frye, a net
distance of approximately 1.36 miles including
median islands on Chandler Boulevard.

THEREFORE, in consideration of the mutual agreements
expressed herein, it is agreed as follows:

NO. <u>20258</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>10/25/95</u>
<u>Jane of the State</u> Secretary of State
By <u>Vicky O. Haenewool</u>

II. SCOPE OF WORK

1. The State will prepare landscape architectural plans for the landscaping and irrigation project and submit them to the City for written approval.

2. After City and State concurrence of the plans, the project will be constructed by the State, using State funds and federal enhancement funds. The City will contribute \$60,000.00 to the State on the project to regrade a stormwater detention basin at Galveston and provide maintenance to same.

3. The City shall furnish and install necessary water services from water mains to the designated locations within the right of way at the State's expense.

4. The City shall furnish all water for landscape installation during the construction phase, and all water thereafter necessary to properly maintain the landscape, all at City expense.

5. After construction and a one year establishment period, the City shall maintain the irrigation system including all testing, adjusting, repairing and operation of the irrigation system, and shall furnish all electrical power necessary to operate the irrigation system.

6. The City hereby agrees to maintain the landscaping after a one year landscaping establishment period. Maintenance shall consist of the care of all landscaping in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses and litter, applying irrigation water, furnishing and applying insecticide sprays and dust to combat diseases and other pests, pruning and replanting as required to maintain the landscaping as it was designed, and the repair of all erosion to maintain the final grade established at the completion of the project. The City will not make any changes, additions or deletions without written approval by the State. All maintenance work shall be conducted in a manner to minimize traffic congestion and interference with through traffic. All traffic control will meet the requirements of the Arizona Department of Transportation's "Uniform Traffic Control Manual."

III. MISCELLANEOUS PROVISIONS

1. This agreement shall become effective upon filing with the Secretary of State.

2. The terms, conditions and provisions of this agreement shall remain in full force and effect for period of five (5) years from the effective date, unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date. Further, this agreement may be terminated by the State at any time upon sixty (60) days written notice. It is understood and agreed that, in the event this agreement is terminated by the City, the State shall in no way be obligated to maintain said landscaping.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

City of Chandler
City Manager
25 South Arizona Place #301
Chandler, AZ 85225-5595

7. Attached hereto and incorporated herein by reference is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement
the day and year first above written.

CITY OF CHANDLER

STATE OF ARIZONA

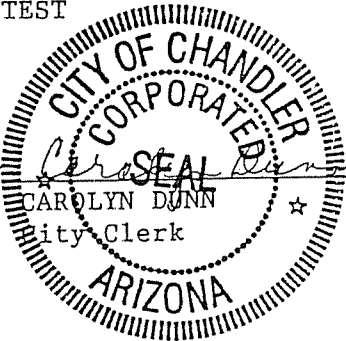
Department of Transportation

By *Jay Tibshraeny*
JAY TIBSHRAENY
Mayor

By *Peter L. Eno*
PETER L. ENO
Contract Administrator

ATTEST

By *Carolyn Dunn*
CAROLYN DUNN
City Clerk

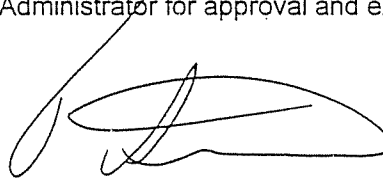


JPA 95-98

RESOLUTION

BE IT RESOLVED on this 28th day of June 1995, that I, the undersigned, LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interest of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Chandler for the purpose of defining responsibilities for landscape and maintenance certain areas within the right of way on SR 101L from Galveston Road to Fry Road.

THEREFORE, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Contract Administrator for approval and execution.

A handwritten signature in black ink, appearing to read 'L. Bonine', is written over a horizontal line.

LARRY S. BONINE, Director
Arizona Department of Transportation

RESOLUTION NO. 2410

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHANDLER, ARIZONA, AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF LANDSCAPING ALONG THE PRICE FREEWAY FROM GALVESTON STREET TO FRYE ROAD.

WHEREAS, the City of Chandler and the Arizona Department of Transportation have jointly participated in the construction of the Price Freeway frontage roads between Galveston Street to Frye Road; and

WHEREAS, the Arizona Department of Transportation will install landscaping for the frontage roads as a separate construction project; and

WHEREAS, local governments typically maintain frontage road landscaping after it is installed; and

WHEREAS, the City of Chandler and the Arizona Department of Transportation desire to expand the scope of the landscape project to include an enhancement to the retention basin located at the southeast corner of the intersection of the northbound frontage road and Galveston Street;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Chandler, Arizona, as follows:

1. That the "Intergovernmental Agreement - Landscape Maintenance between the State of Arizona and the "City of Chandler", in substantially the form attached hereto, is hereby approved; and
2. The Mayor is hereby authorized to execute said agreement.

PASSED AND ADOPTED by the City Council of Chandler, Arizona this 28 day of September, 1995.

ATTEST:

Carolyn Duxon
CITY CLERK

Will Delaney
MAYOR

JPA 95-98

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF CHANDLER and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 5th day of October, 1995.

Dennis M. O'Neill

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

GRANT WOODS
ATTORNEY GENERAL

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-1388-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 17th day of October, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/37

APPROVAL OF THE CHANDLER CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, among the STATE OF ARIZONA, Department Of Transportation and the CITY OF CHANDLER, and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 15th day of April, 2002.

Dennis M. O'Neill

Attorney



JANET NAPOLITANO
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
TRANSPORTATION SECTION
1275 WEST WASHINGTON STREET, PHOENIX, AZ. 85007-2926

TRN Main: (602) 542-1680
Direct: (602) 542-8859
Fax: (602) 542-3646

MAIN PHONE : (602) 542-1680
FACSIMILE : (602) 542-3646

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-0775TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED April 30, 2002.

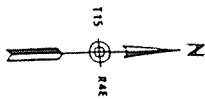
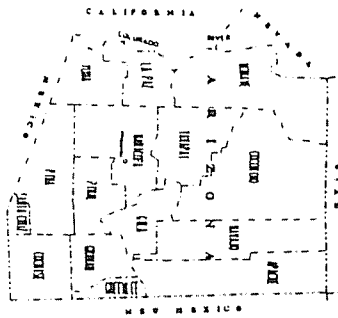
JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

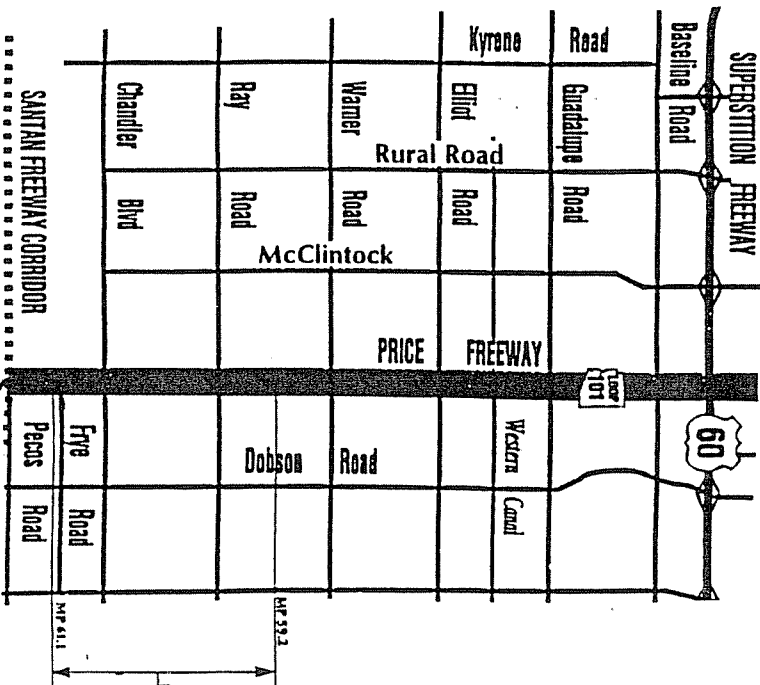
737636



STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
PLAN AND PROFILE OF PROPOSED
STATE HIGHWAY
PRICE FREEWAY (SR 101L)

101 MA 058

WARNER ROAD-FRYE ROAD



JPA 00-69
MAINTENANCE EXHIBIT B
FOR
LANDSCAPE ENHANCEMENT
AND MAINTENANCE

LANDSCAPE AND IRRIGATION

APPROVED: DATE 11-1-2000
BY: E. B. Brady, District Engineer
OFFICE OF THE DISTRICT ENGINEER
INTERMODAL TRANSPORTATION DIVISION
STATE DEPARTMENT OF TRANSPORTATION



SHEET NO.	PROJECT NAME	REVISION	LOCATION	DATE

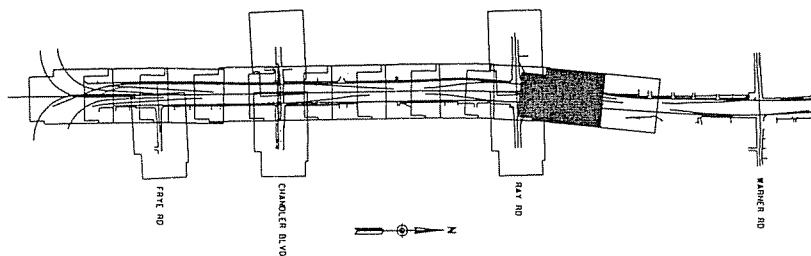
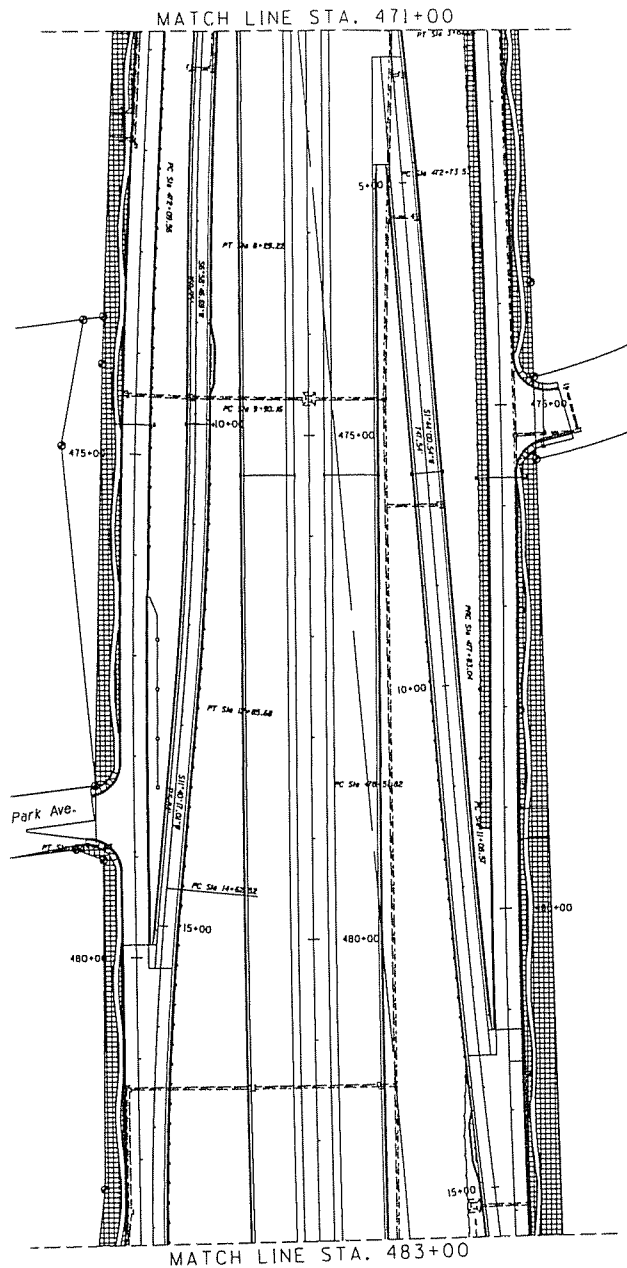
CITY OF CHANDLER MAINTAINS THE LANDSCAPE BETWEEN THE CURB AND THE FENCE AND BETWEEN THE WALL AND CURB



ADOT
Tempe
Chandler

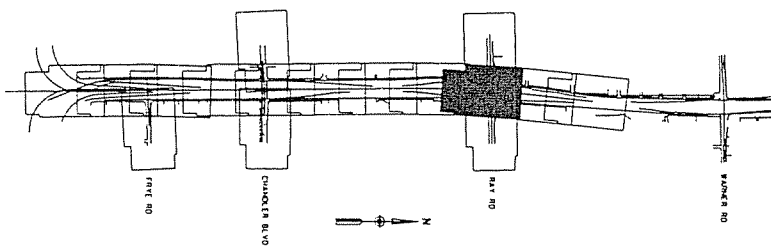
84/18/2882

\\projects\5396\Chandler\10A\10A18.dgn

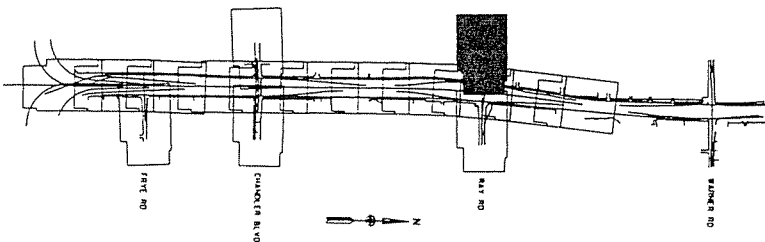
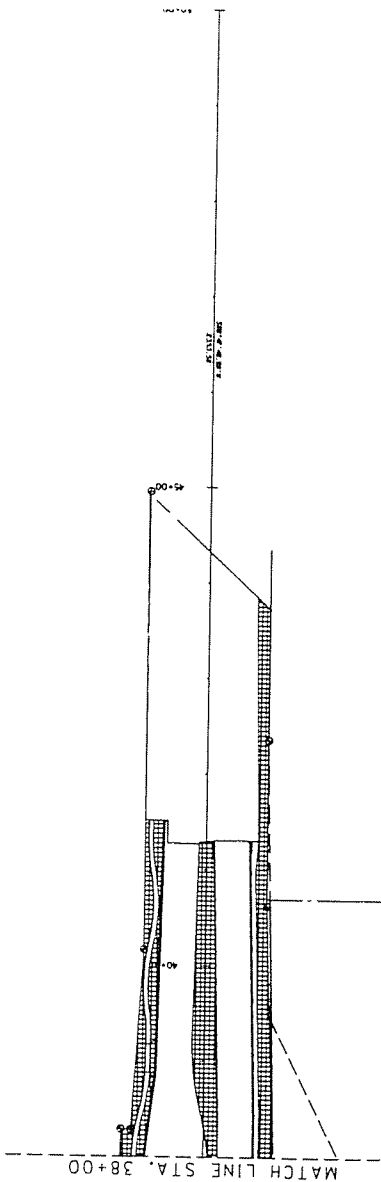


DATE	STATE	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9	MA	TEA-101-C13	2	16	
101 MA 058					

PA 00-53	DATE	DATE	ARIZONA DEPARTMENT OF TRANSPORTATION	PRELIMINARY
REVISION	REVISION	REVISION	ROADSIDE DEVELOPMENT SECTION	CODE FOR
BY	BY	BY		REVISION
DATE	DATE	DATE		REVISION
10/1	PRICE FREEMAN - WARNER RD TO FRYE RD			
TRACS NO. H5396 02C	PROJECT NO.	TEA-101-C13		
				OF 16



REPORT ON	PROPOSED PLANS	REVISIONS	LOCATION	DATE



CITY OF CHANDLER MAINTAINS
AREA BETWEEN ADOT R/W LINE
AND SIDEWALK AND MEDIAN AREA

	ADOT
	Chandler

JPA 00-69

[illegible]

02/01/2002

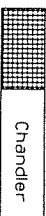
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DATE	LOCATION	REVISION	BY

MATCH LINE STA. 28+00

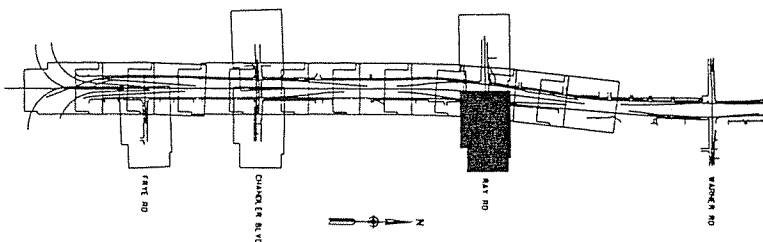
CITY OF CHANDLER MAINTAINS
AREA BETWEEN ADOT R/W LINE
AND SIDEWALK AND MEDIAN AREA



Chandler

JPA 00-63

PROJECT NO.	TEA-101-C13	DATE	08/28/2002
PROJECT NAME	PRICE FREEWAY - WARNER RD TO FRYE RD	PROJECT NO.	HS396-02C
PROJECT LOCATION	ARIZONA DEPARTMENT OF TRANSPORTATION MILWAUKEE ROADWAY DEVELOPMENT SECTION	PROJECT NO.	HS396-02C
PROJECT DESCRIPTION	MAINTENANCE EXHIBIT	PROJECT NO.	HS396-02C
PROJECT DRAWN BY	ADOT	PROJECT NO.	HS396-02C
PROJECT CHECKED BY	ADOT	PROJECT NO.	HS396-02C
PROJECT DATE	08/28/2002	PROJECT NO.	HS396-02C
PROJECT SCALE	AS SHOWN	PROJECT NO.	HS396-02C
PROJECT SHEET NO.	OF 16	PROJECT NO.	HS396-02C



DATE	BY	PROJECT NO.	SHEET NO.	OF SHEETS
9		TEA-101-C13	5	16

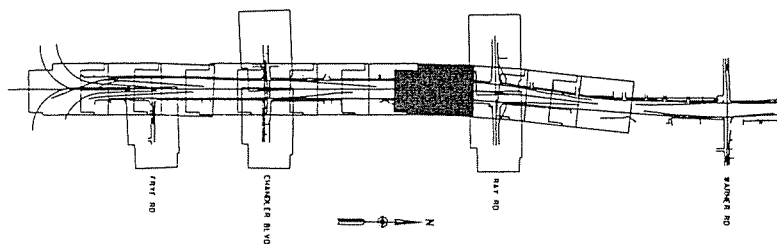
101 MA 058

8/28/2002

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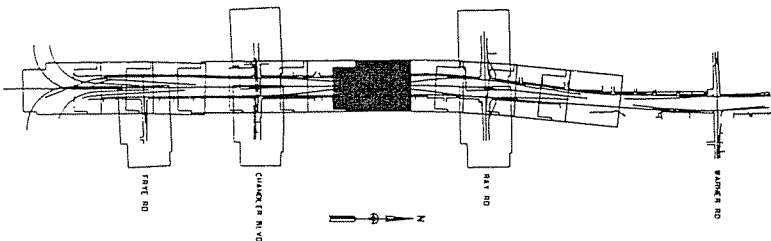
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	Tempe
	Chandler

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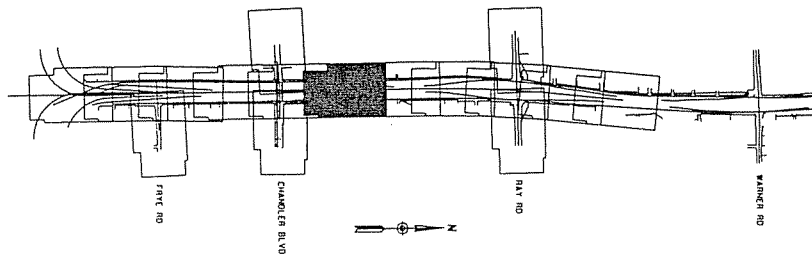
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101 MA 058[illegible]

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SURVEY NO.	FINISHED PLANS	REVISIONS	LOCATION	DATE



SECTION	DATE	FILE	ARIZONA DEPARTMENT OF TRANSPORTATION INTERNAL TRANSPORTATION DIVISION ROADSIDE DEVELOPMENT SECTION MAINTENANCE EXHIBIT PRICE FREEMAY - WARNER RD TO FRYE RD PROJECT NO. TEA-101(C-3)	PROJECT NO. TEA-101(C-3)	SHEET 04 OF 16 OF
SECTION	DATE	FILE			
SECTION	DATE	FILE			
SECTION	DATE	FILE			
SECTION	DATE	FILE			

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Chandler

JPA 00-69

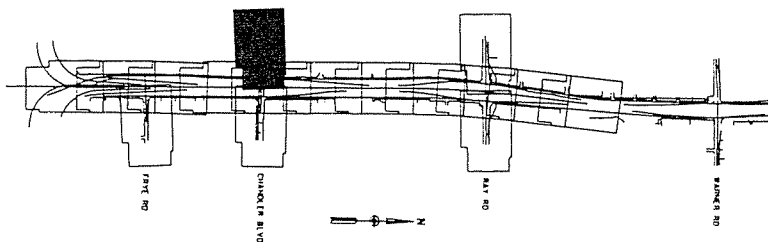
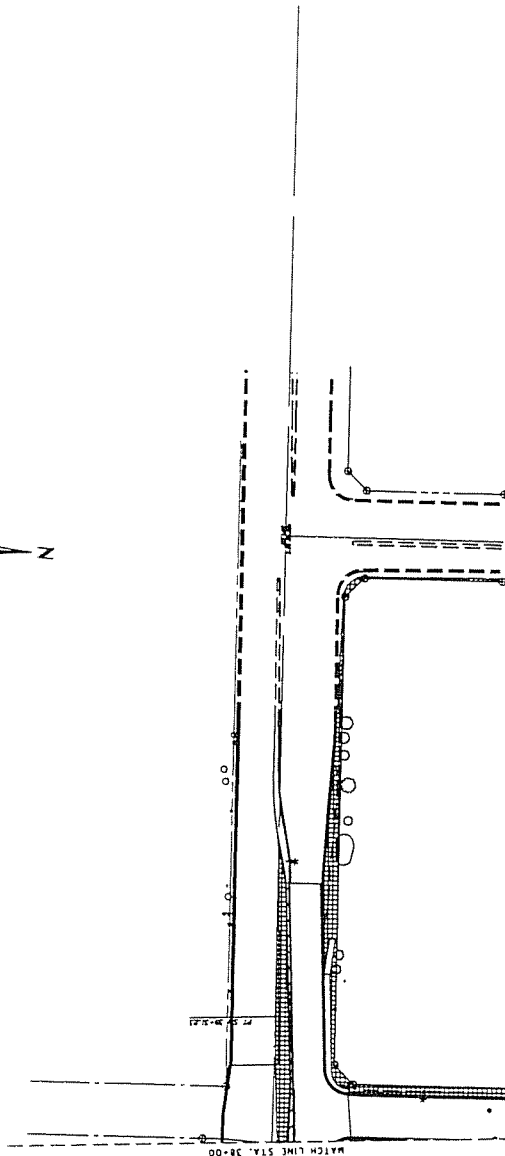
TRACS NO. H5396 020

1EA-101-C(3)

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On

EXHIBIT NO.	FINANCIAL PLANE	REMARKS	LOCATION	DATE



CITY OF CHANDLER
MAINTAINS LANDSCAPE
BETWEEN ADOT R/W
LINE AND CURB AND
MEDIAN AREA



Chandler

JPA 00-69

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02/01/2002

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101 MA 058

TRACS NO. H5396 02C

TEA-101-C(3)

OF

JPA 00-65

CITY OF CHANDLER
MAINTAINS LANDSCAPE
BETWEEN ADOT R/W
LINE AND CURB AND
MEDIAN AREA

Chandler



MATCH LINE STA. 28+00

CLIMATE NO.	PRODUCED IN AND	REVISIONS	LOCATION	DATE

02/01/2002

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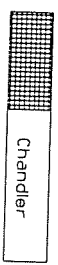
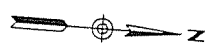
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DATE	TIME	LOCATION	REMARKS

DATE	PROJECT NO.	REVISION	LOCATION	SHEET

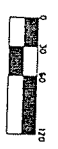
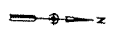
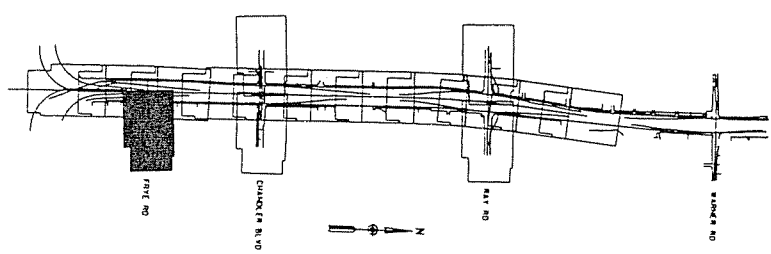
MATCH LINE STA. 28+00

CITY OF CHANDLER MAINTAINS
AREA BETWEEN ADOT R/W
LINE AND SIDEWALK



Chandler

JPA 00-63



DATE	BY	CHKD	APP'D	REVISION
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10/1/00	JPA			1.01
10/1/00	JPA			1.02
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ARIZONA DEPARTMENT OF TRANSPORTATION
MIDLEVEL ROADWAY DESIGN SECTION
MAINTENANCE EXHIBIT

PRICE FREEMAN - WARDEN RD TO FRYE RD

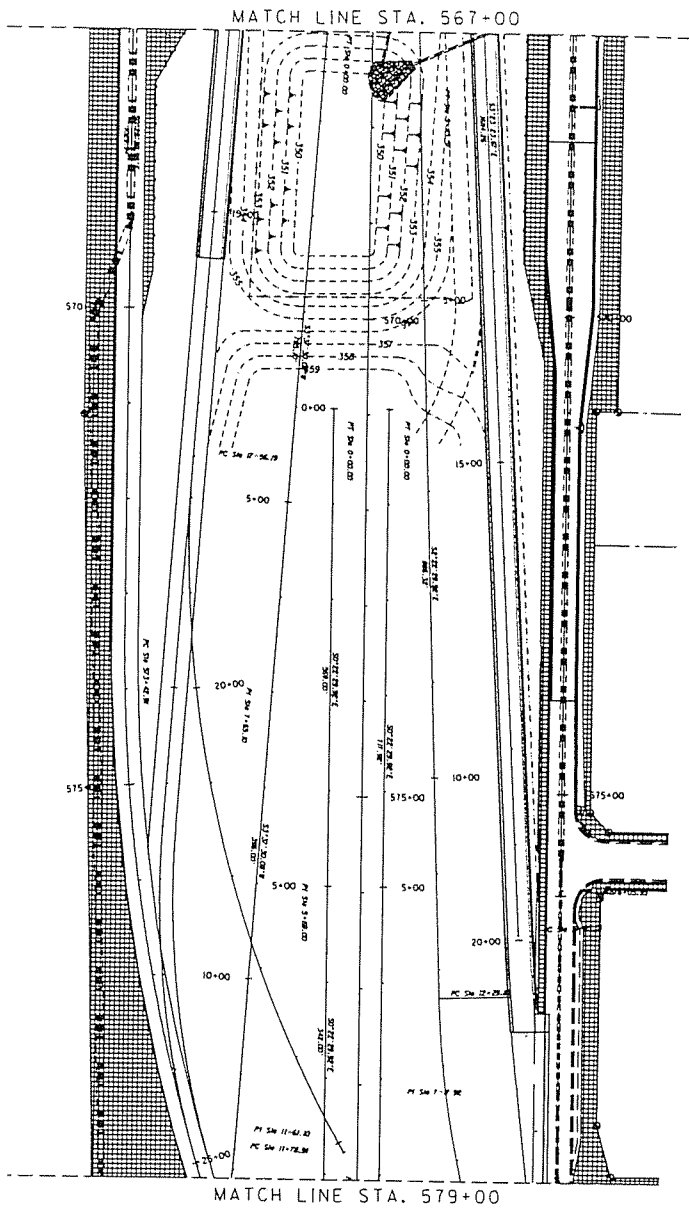
101 MA 058

TEA-101-C13

OF 15

DATE	TIME	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AS BUILT
9		TEA-101-C13	15	16	

101 VA 058



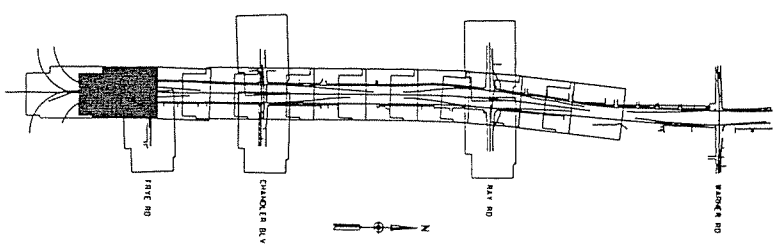
CITY OF CHANDLER MAINTAINS
AREA BETWEEN ADOT LANDSCAPE
PROJECT LIMITS AND CURB
AND BETWEEN THE FENCE AND
CURB



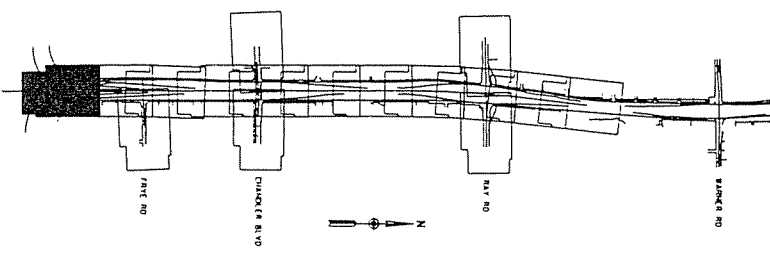
ADOT	Chandler
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8/2/01/2082

JP A 00-69	ADOT	CHANDLER
SECTION	DATE	BY
DESIGN & SURVEY	1/1/00	W/000
CONSTRUCTION	1/1/00	W/000
MAINTENANCE	1/1/00	W/000
PRICE FREEMAN - WARNER RD TO FRYE RD		
TRACS NO. 45396 02C	TEA-101-C13	OF 16

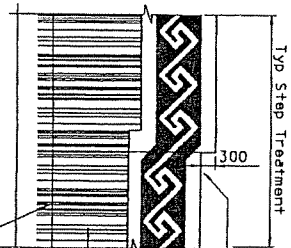


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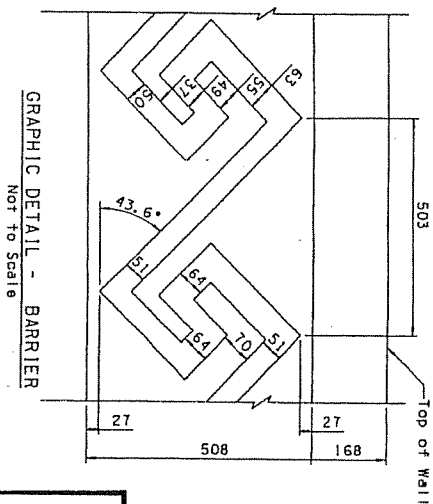


JP A 00-69

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- Vertical rustication shall extend at least 300mm below finish grade.



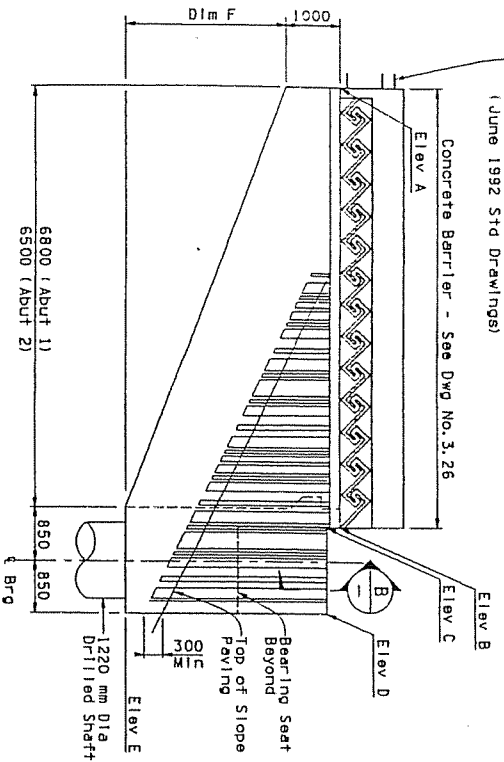
GRAPHIC DETAIL - BARRIER
Not to Scale

City of Chandler Maintains Accent Painting of Mainline Wall Graphic Pattern

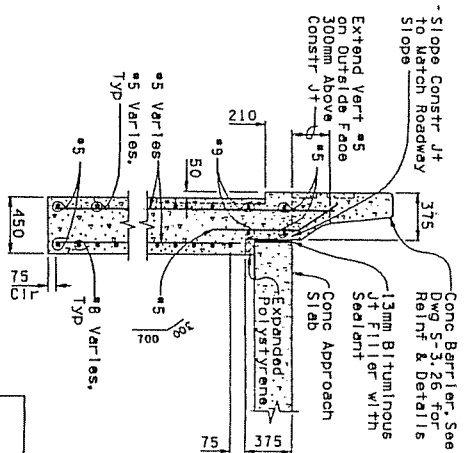
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3-1" Dia x 450mm bars. See A007 Std B-21.18, Detail B (June 1992 Std Drawings)

Concrete Barrier - See Dwg No. 3.26

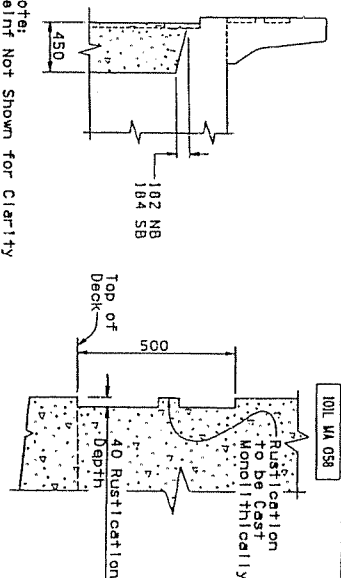


WINGWALL ELEVATION (GEOMETRY)
1:40
Opposite Hand Similar



SECTION A-A
1:20

Note:
Reinft Not Shown for clarity
SECTION B-B
No Scale

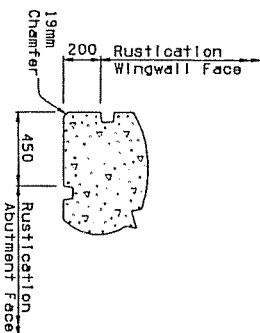


SECTION C-C
No Scale

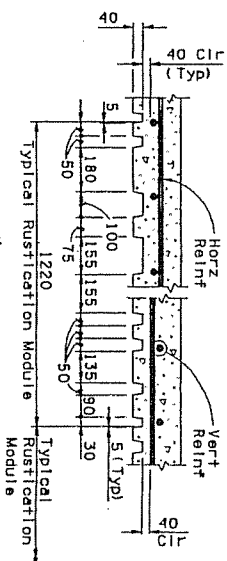
WINGWALL SCHEDULE						
Location	Elev A	Elev B	Elev C	Elev D	Elev E	Dim F
Abut 1, East Side	368.743	368.706	368.427	368.419	365.200	2543
Abut 1, West Side	368.667	368.629	368.345	368.338	365.200	2467
Abut 2, East Side	368.223	368.284	368.005	368.017	364.800	2423
Abut 2, West Side	368.143	368.204	367.920	367.933	364.800	2343

City of Chandler Maintains
The Accent Painting on the
Wing wall.

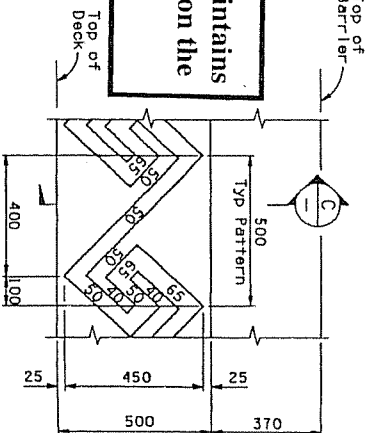
TYPICAL CORNER DETAIL
No Scale



TYPICAL ABUTMENT AND WINGWALL RUSTICATION
No Scale



TYPICAL BARRIER &
COLUMN RUSTICATION
No Scale



Note:
Barrier Shown
Column Similar

BRW BUREAU OF ROAD WORK ARIZONA DEPARTMENT OF TRANSPORTATION INTERMODAL TRANSPORTATION DIVISION BRIDGE GROUP STA 16+ CHANDLER BOULEVARD OVERPASS WINGWALL DETAILS SR 101L 97.5 02328 WARNER ROAD - FRYE ROAD TRACS NO. H 4527 DIC 600-1111B OF		DATE 1/2/98 DESIGNED 1/2/98 CHECKED 1/2/98 DRAWN 1/2/98 SCALE 1:40 Dwg No. 5-312
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\\PHOENIX\VOLTA\PROJECTS\1034\1034\WINGWALL.DWG
 PLS. 7/95/PL
 WELC 7/95/1998 11:37:25

Diagram illustrating the cross-section of a 1220 Rustication Module. The module is shown with a base layer labeled "1220 Rustication Module" and a top layer labeled "1220 D.O.". The module features a series of vertical ridges and grooves. Key dimensions and components are labeled:

- Top layer thickness: 40
- Top layer width: 50
- Top layer label: 50 Cir. Typ.
- Top layer label: 5, Typ.
- Top layer label: 50
- Top layer label: 100
- Top layer label: 180
- Top layer label: 75
- Top layer label: 155
- Top layer label: 150
- Top layer label: 50
- Top layer label: 50
- Top layer label: 135
- Top layer label: 90
- Top layer label: 30
- Top layer label: 50
- Top layer label: 50
- Top layer label: 1220 Rustication Module
- Top layer label: 1220 D.O.

Exp. or Constr. Jt.

Cast-In-Place concrete cap

300

Top of Sound Wall

The diagram shows a vertical cross-section of a wall. A horizontal line represents the ground level. Above the ground, there is a section labeled 'Cast-In-Place concrete cap' with a height dimension of '300'. Below the ground, there is a section labeled 'Top of Sound Wall'. A vertical line on the left indicates an 'Exp. or Constr. Jt.' (Exposure or Construction Joint). The wall is shown with break lines (zig-zags) on the left and right sides.

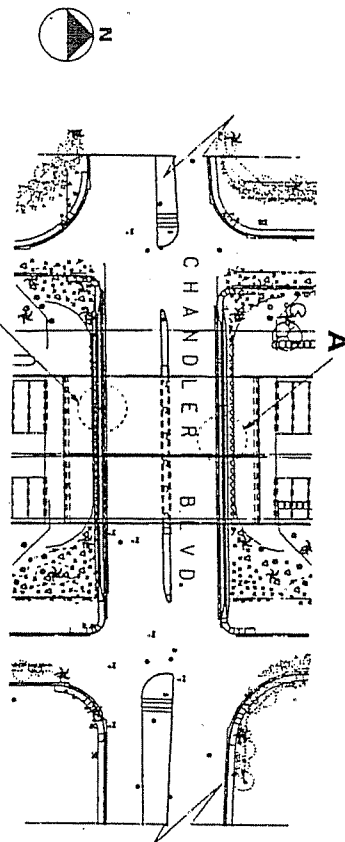
A cross-sectional diagram of a rustication module. The diagram shows a central core of 'Relinf. Steel' (reinforced steel) with a width of 20 Typ. This core is surrounded by a layer of concrete or masonry. The total width of the module is 1220 Do. (finished). The concrete layer has a thickness of 1024 Typ. The module is divided into sections by vertical joints, with a width of 13 Typ. for the concrete and 25 Typ. for the steel reinforcement. The top of the module has a width of 25 Typ. and a height of 50 Clr. Typ. (clearance). The bottom of the module has a width of 12 Typ. and a height of 1220 Do. (finished). The diagram also shows a 'Split + Faced Texture' on the outer surface of the concrete.

[illegible]

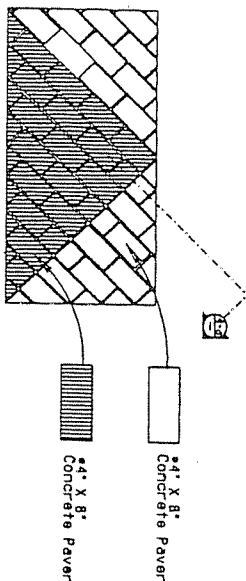
**City of Chandler Maintains
The Accent Painting of
Bridge Parapet.**

[illegible]

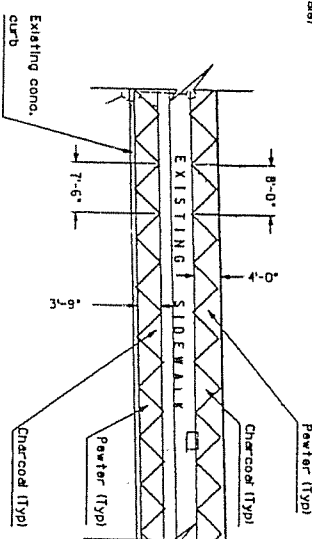
CHANDLER BLVD. SIDEWALK MEDIAN PAVING DETAILS



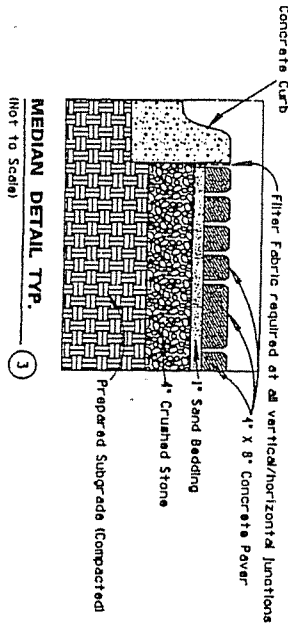
REFERENCE LAYOUT AT
CHANDLER BLVD.
(Not to Scale)



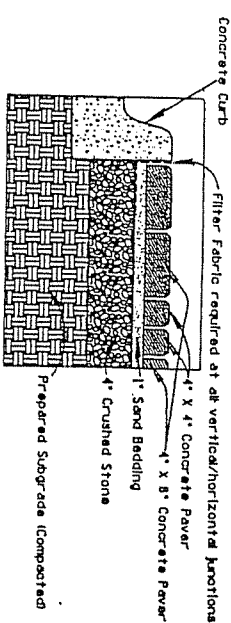
2 TYP. PAVER PATTERN 2
(Not to Scale)



DETAIL A
Typical for North and South Existing
Sidewalk Median
(Not to Scale)



3 MEDIAN DETAIL TYP.
(Not to Scale)



4 MEDIAN DETAIL TYP.
(Not to Scale)

GENERAL NOTES (MEDIAN GRAPHICS)
All dimensions are approximate. Contractor shall field verify layout prior to paver installation, as approved by the engineer.
Field adjustment for each isolated sidewalk median paver pattern graphic area may differ due to variation in grade, surrounding levels of the freeway.

GENERAL NOTES (PAVERS)
Quantities and dimensions are approximate. Contractor is responsible for verifying all material totals and dimensions.
Pattern layout varies within individual sidewalk median paver pattern and between each other field adjust.
Concrete paver colors are Paver and Charcoal Grey or other approved equals.

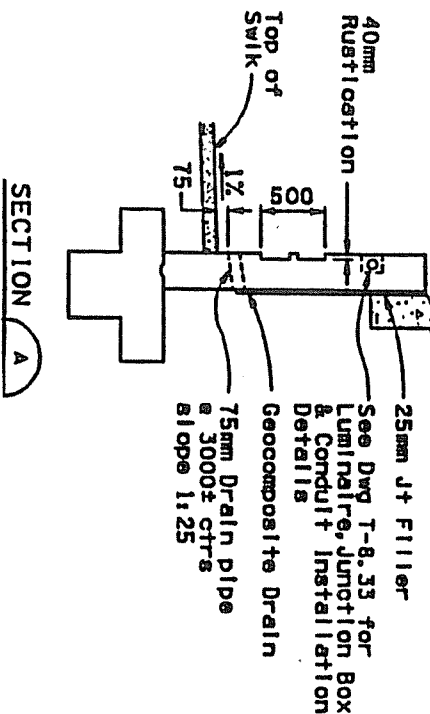
City of Chandler Maintains
Graphic Pattern along
Side Walk.

DATE	BY	FOR
10/20/2009	J. L. HARRIS	CHANDLER BLVD. UNDERPASS
10/20/2009	J. L. HARRIS	SIDEWALK MEDIAN PAVING DETAIL
10/20/2009	J. L. HARRIS	CHANDLER BLVD. UNDERPASS
10/20/2009	J. L. HARRIS	SIDEWALK MEDIAN PAVING DETAIL

TRACS NO. H 5396 02C
TEA-101-C(3)
PAGE 2 OF 2

DATE	BY	FOR
10/20/2009	J. L. HARRIS	CHANDLER BLVD. UNDERPASS
10/20/2009	J. L. HARRIS	SIDEWALK MEDIAN PAVING DETAIL
10/20/2009	J. L. HARRIS	CHANDLER BLVD. UNDERPASS
10/20/2009	J. L. HARRIS	SIDEWALK MEDIAN PAVING DETAIL

See Dwg MD-5.02 for
Slope Paving details
not shown



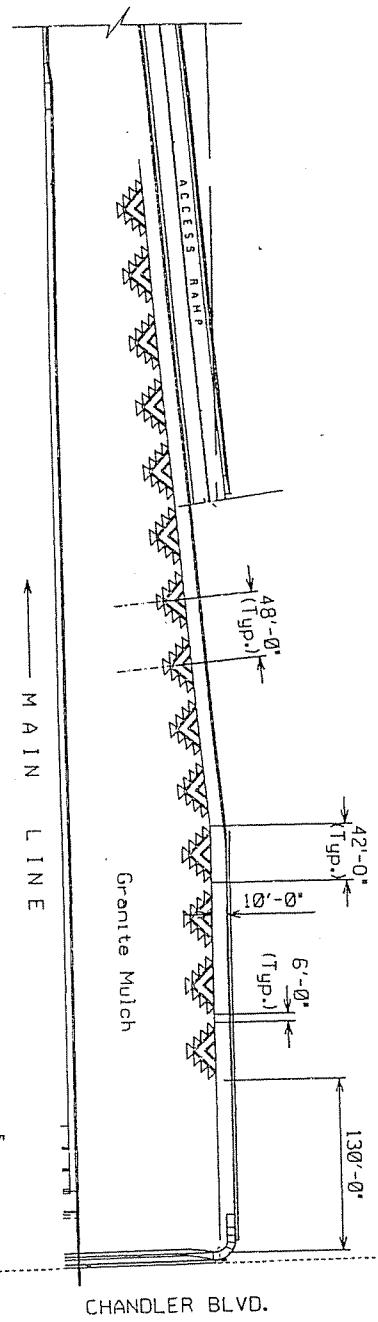
SEARCHED	INDEXED	FILED	APR 24 1968	ARIZONA DEPARTMENT OF TRANSPORTATION
SERIALIZED	FILED	FILED	PHOENIX	METRODICAL TRANSPORTATION DIVISION
APR 24 1968	APR 24 1968	APR 24 1968	APR 24 1968	RELEASER GROUP
THIS IS A SEARCHED AND INDEXED COPY OF THE ORIGINAL FILED IN THE FILE NO. 100-100000-100000				STA 16+ CHANDLER BOULEVARD OVERPASS RETAINING WALL ELEVATIONS DRAWN BY WARNER ROAD - FRYE ROAD
FILED	FILED	FILED	FILED	FILED
SR 101L	97.5	02328	02328	02328
TRACS NO. H 4527 OIC				600-11111B
OF				DMC NO. S-328

**Toe Wall Graphic Detail sheet
Is the Annex of Chandler Blvd.
Side Walk Median Paving detail
Sheet**

City of Chandler Maintains Accent Painting of Toe Wall Graphic

DATE	TIME	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AT 88.1
9	10L	TEA-101-C13	37	97	

101L MA 058

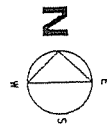


Total No. of Patterns
for this Quadrant: 14

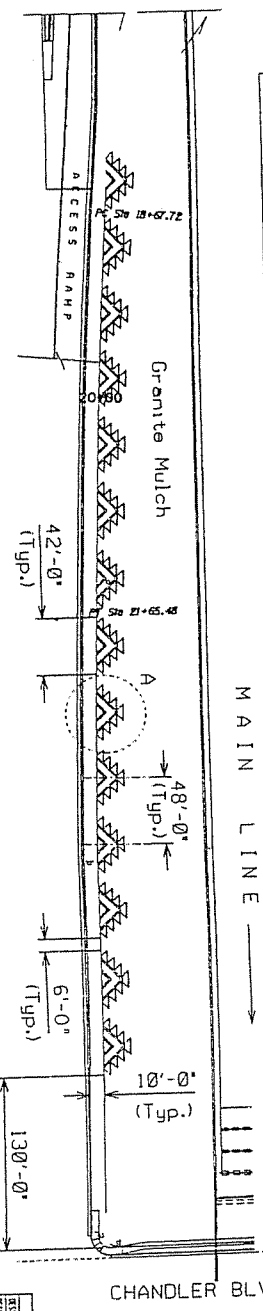
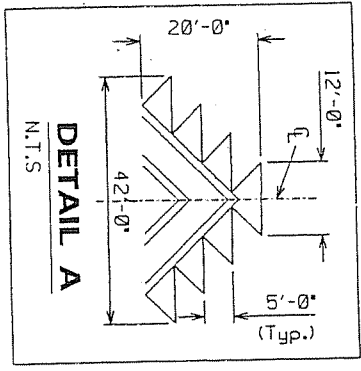
The patterns are spaced
centered 48'-0" from
each other

NORTH EAST QUADRANT

NOT TO SCALE



REDUCED SIZE
DO NOT SCALE

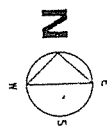


Total No. of Patterns
for this Quadrant: 14

The patterns are spaced
centered 48'-0" from
each other

NORTH WEST QUADRANT

NOT TO SCALE



City of Chandler Maintains
The Landform Graphic.

DATE	TIME	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AT 88.1
9	10L	TEA-101-C13	37	97	

DESIGNED BY	JOSEPH SALAZAR	DATE	1/2/00	PROJECT NO.	TEA-101-C13
DRAWN BY	JOSEPH SALAZAR	DATE	1/2/00	SHEET NO.	37
CHECKED BY	JOSEPH SALAZAR	DATE	1/2/00	TOTAL SHEETS	97
CHANDLER BLVD LANDFORM GRAPHIC DETAILS					
PRICE FREEMAN - WARNER RD TO FRIE RD					
TRACS NO. H 5396 02C					
SHEET 37 OF 97					



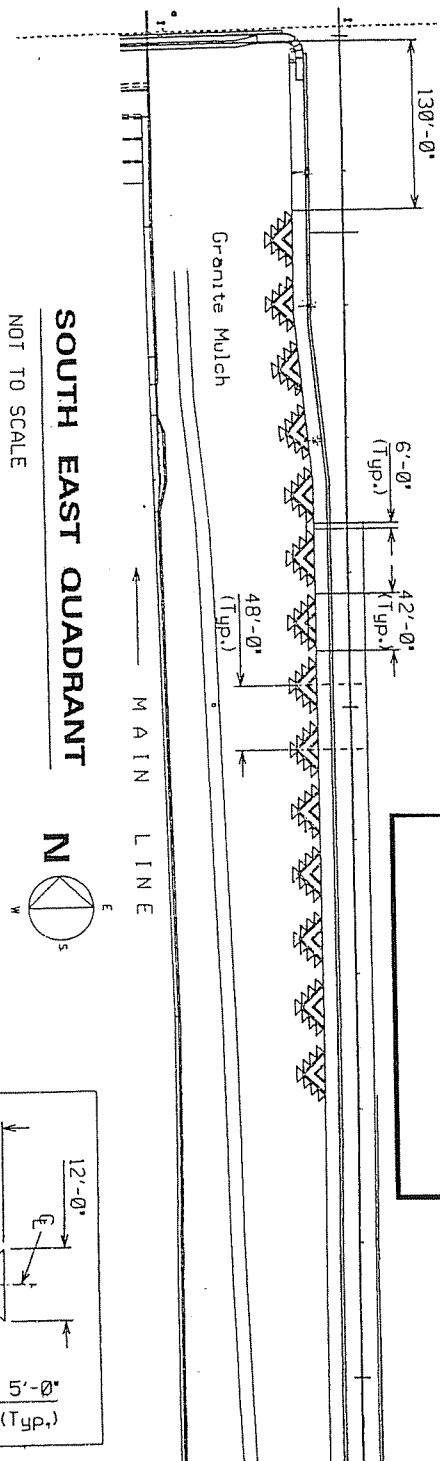
City of Chandler Maintains
The Landform Graphic.

DATE	REV	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9	1	TEA-101-C13	38	97
IOL NA 058				

Total No. of Patterns for this Quadrant: 14

The patterns are spaced centered 48'-0" from each other

CHANDLER BLVD.

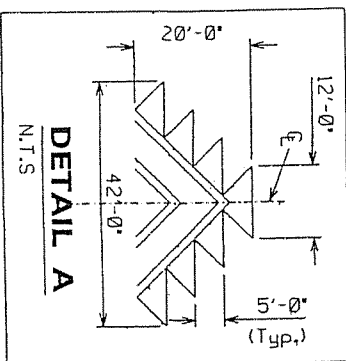


SOUTH EAST QUADRANT

NOT TO SCALE

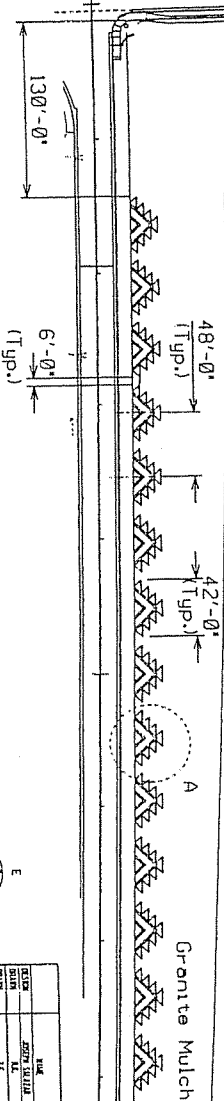
Note:
Granite Mulch is to be placed in between the graphic elements. Granite Mulch shall cover the entire slope from edge of the pavement to barrier wall, guard rail or conc. curb (East to West) and from sidewalk to conc. gore area (North to South)

REDUCED
DO NOT SCALE



MAIN LINE

CHANDLER BLVD.



SOUTH WEST QUADRANT

NOT TO SCALE

DATE	REV	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9	1	TEA-101-C13	38	97
IOL NA 058				

DATE	REV	PROJECT NO.	SHEET NO.	TOTAL SHEETS
9	1	TEA-101-C13	38	97
IOL NA 058				

15-101-2800 1428 31-101-2800 5396 5396 5396

TRACS NO. H 5396 02C

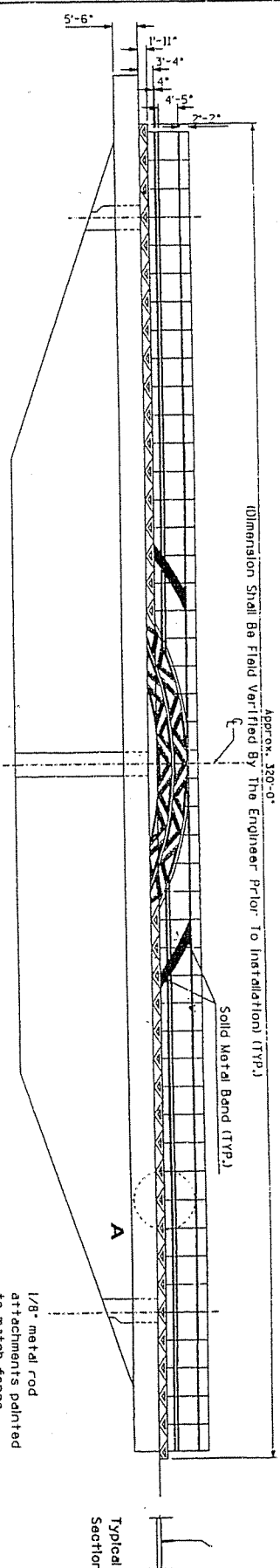
TEA-101-C13

OF

DATE	TIME	PROJECT NO.	SHEET NO.	TOTAL SHEETS	AL. NO.
9	9	TEX-101-C13	44	97	

101L MA 056

Approx. 320'-0"
(Dimension Shall Be Field Verified By The Engineer Prior To Installation) (Typ.)



RAY ROAD FENCE ELEVATION

Not to Scale

1/8" Thick plate steel motif with Powder Coat Finish (See special provisions)

Frame: Frazee 532M Neutral (Or other approved color) (Typ.)

Ray Road Fence Rail Connection (Refer structural drgs. for exact dimensions)

Triangular Portions: Frazee AC16N Roasted Pepper (Or other approved color) (Typ.)

DETAIL OF METAL MOTIF ON FENCE

NOT TO SCALE

Frazee 5323M Neutral (Or other approved color) (Typ.)

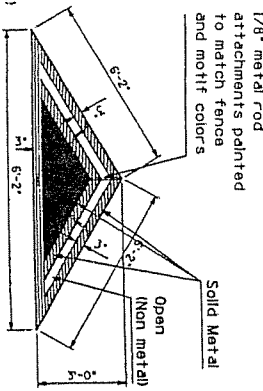
Frazee AC 116N Roasted Pepper (Or other approved color) (Typ.)

Frazee AC16N Roasted Pepper (Or other approved color)

Frazee 5323M Neutral (Or other approved color)

DETAIL OF ONE MODULE

Not to Scale



Exposed barrier

DETAIL OF METAL MOTIF

NOT TO SCALE

City of Chandler Maintains Bridge Fence Painting, Bridge Barrier Graphic Painting and Fence Graphic

NO.	NAME	DATE	FILE
1	JOSEPH SALAZAR	1/10/20	101L
2	JOSEPH SALAZAR	1/10/20	101L
3	JOSEPH SALAZAR	1/10/20	101L
4	JOSEPH SALAZAR	1/10/20	101L
5	JOSEPH SALAZAR	1/10/20	101L
6	JOSEPH SALAZAR	1/10/20	101L
7	JOSEPH SALAZAR	1/10/20	101L
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99	JOSEPH SALAZAR	1/10/20	101L
100	JOSEPH SALAZAR	1/10/20	101L

ARIZONA DEPARTMENT OF TRANSPORTATION

TEA-101-C13

101L MA 058

271-6

P.A.W.A. REGION	STATE	PROJECT NO.	CREDIT NO.	TOTAL SHEETS	AS BUILT
9	ARIZ.	TEA-101-C(3)	47	97	

FILE	NAME	DATE	TIME
FILE	JOSEPH ELLISMAN	10/20/55	10:00
FILE	REY.	10/20/55	10:00
FILE	P. M.	10/20/55	10:00
FILE	Z. F.	10/20/55	10:00
FILE	JOSEPH ELLISMAN	10/20/55	10:00
FILE	JOSEPH ELLISMAN	10/20/55	10:00

ARIZONA DEPARTMENT OF TRANSPORTATION
 AIRCRAFT DEVELOPMENT DIVISION
 ROADSIDE DEVELOPMENT SECTION
 MEDIAN GRAPHIC DETAILS
 CHANDLER BLVD.
 PRICE FREEWAY - WARNER RD TO FRYE RD
 IOL

TRACKS NO. H 5396 02C
 TEL-101-C13
 SHEET 11 OF 18
 OF